BUILDIT
MATERIAL EXCHANGE

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General Terms and Conditions

Terms and Conditions for governing the use of the Buildit Material Exchange website for all users.

Revision 1 - 11/17/2025

Address: WWW.BuildItMaterialExchange | Phone: 888-888-8888 | Email:: contact@builditmaterialexchange.com

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Introduction

These General Terms and Conditions govern the use of the BuildIt Material Exchange website and services. By browsing the site, creating an account, making a purchase, selling products, or otherwise using the platform, you agree to these Terms and Conditions. These Terms apply to all users, including buyers, vendors, guests, and visitors. Vendors must also comply with the BuildIt Vendor Membership Agreement. If any conflict occurs between these Terms and the Vendor Membership Agreement, the Vendor Membership Agreement will control for vendor related matters.

Acceptance of Terms

- By accessing or using the BuildIt Material Exchange website, you agree to comply with these Terms and Conditions. If you do not agree, you must stop using the site.
- You must be at least 18 years old to use this site as a vendor or buyer.

Account Registration and Guest Checkout

- Buyers may make purchases with or without creating an account. Guest checkout is allowed.
- Vendors must create an account and complete the vendor application process. Vendors must provide accurate information and must comply with the separate Vendor Membership Agreement.
- Users are responsible for keeping their account credentials private and secure.

Marketplace Role and Responsibilities

- BuildIt Material Exchange LLC provides an online platform for vendors to list and sell materials to buyers. BuildIt is not the seller of the items listed on the marketplace.
- Buyers enter into a direct transaction with the vendor. BuildIt is not a party to the sales contract between buyer and vendor.
- BuildIt does not guarantee the quality, safety, legality, accuracy, or availability of items sold on the platform.

Payment Processing and Sales Tax

- All payments are processed securely through Stripe. BuildIt does not store credit card numbers or bank information.
- BuildIt automatically calculates, collects, and remits state sales tax on eligible transactions through its integration with Avalara or another tax service provider. Vendors do not need to collect or remit sales tax separately.
- Stripe may issue Form 1099 K to vendors if federal thresholds are met.

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Third Party Services

- BuildIt uses trusted third party service providers including Stripe for payment processing, Avalara for automated tax calculation and remittance, Dokan for multi vendor system infrastructure, and Flywheel for website hosting.
- These services have their own terms of use and privacy policies. By using BuildIt, you agree to the terms of these third party providers where applicable.

User Conduct and Prohibited Activities

All users must use the platform responsibly. You agree not to:

- Violate any laws or regulations
- Post false, misleading, or fraudulent information
- Interfere with transactions between buyers and vendors
- Attempt to circumvent BuildIt fees or systems
- Use the site for harmful, offensive, or abusive behavior
- Scrape, copy, or collect data from the website
- Upload viruses, malware, or harmful code
- Use the site for commercial purposes other than approved vendor activity
- BuildIt may suspend or terminate accounts that violate these rules.

Intellectual Property Rights

- All content on the BuildIt website, including text, graphics, images, software, logos, layout, and design elements, is owned by BuildIt Material Exchange LLC and protected under copyright and trademark laws.
- Users may not copy, reproduce, modify, distribute, display, or create derivative works from BuildIt content without written permission.
- Vendors retain ownership of their own product photos, descriptions, and branding, but grant BuildIt a nonexclusive license to display that content on the platform.

Product Listings and Vendor Responsibilities

- Vendors are responsible for ensuring that all item listings are accurate, legal, safe, and compliant with the Vendor Membership Agreement.
- Vendors must manage all shipping, pickup coordination, customer service, and order fulfillment directly with buyers.
- Failure to fulfill orders, respond to customer messages, or comply with marketplace standards may result in account suspension or termination.

Disclaimer of Warranties

- BuildIt provides the marketplace on an as is and as available basis. BuildIt does not guarantee that the site will be uninterrupted, secure, or error free.
- BuildIt does not guarantee the quality, safety, legality, accuracy, or availability of items sold by vendors.
- Users access and use the platform at their own risk.

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Returns, Refunds, and Disputes

- Buyers must work directly with vendors if they have concerns regarding product condition, fulfillment, or order accuracy.
- BuildIt may assist in dispute resolution but is not required to mediate or guarantee outcomes.
- BuildIt may take action against a vendor if repeated complaints, lack of communication, or failure to meet marketplace standards occurs.
- Buyers agree that BuildIt is not responsible for refunds, returns, damages, or losses resulting from vendor transactions.

Limitation of Liability

To the fullet extent permitted by law, BuildIt Material Exchange LLC is not liable for:

- Any damages arising from items sold on the platform
- Vendor or buyer conduct
- Delays, technical issues, or service interruptions
- Loss of data, revenue, or business
- Disputes between buyers and vendors
- BuildIt is not liable for indirect, incidental, special, or consequential damages.

Indemnification

You agree to indemnify and hold BuildIt harmless from claims, damages, liabilities, losses, and expenses arising from:

- Your use of the site
- Your actions as a vendor or buyer
- Your violation of these Terms or applicable laws
- Your disputes with other users

Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Iowa.

- Any dispute, claim, or legal action arising from or related to the use of the site must be filed exclusively in the state or federal courts located in Iowa.
- You agree to submit to the personal jurisdiction of those courts.
- 14. Termination of Use
- BuildIt may suspend or terminate any user account at its discretion, with or without notice, for violations of these Terms or for behavior that harms the platform, vendors, or buyers.
- Users may stop using the site at any time. Termination of use does not relieve vendors of obligations to complete outstanding orders or resolve disputes.

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Changes to These Terms

BuildIt may update these Terms and Conditions at any time. Continued use of the site after changes are posted means you accept the updated Terms.

Contact Information

BuildIt Material Exchange LLC
[Insert Email Address]
[Insert Physical Address]